

MEMORANDUM EXHIBIT B

City of Salisbury North Carolina

State of North Carolina

Memorandum of Understanding – Proposed Service Level Agreement

This Agreement, made and entered into by and between the City of Salisbury, hereinafter referred to as “City”, 132 North Main Street and the Downtown Salisbury Incorporated Nonprofit, hereinafter referred to as “Nonprofit,” 204 East Innes Street, Suite 260 for the provision of services.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the City and the Nonprofit agree:

1. Duties of the City: The City agrees to:

- A. Create a Department Head level position within the City of Salisbury to be known as the Downtown Director. This position will report directly to the Assistant City Manager. See proposed job description attached.
- B. Provide appropriate administrative support to the Downtown Director through existing staff resources to meet the goals of the North Carolina Main Street Program, up to and including collection and dissemination of minutes for committees, and maintaining documentation required to retain [Main Street Accreditation] status for Downtown Salisbury, Inc.
- C. Maintain a commitment to the Main Street Model which includes the committees outlined in the Main Street Program.
- D. Include the Downtown Salisbury, Inc. Board in the hiring process for the Downtown Director in an advisory role. The final hiring decision for this position will be made by the City Manager. Input will be solicited from the Downtown Salisbury, Inc. Board annually on the performance of the Downtown Director, but all performance reviews and all compensation decisions will be conducted or made by the City Manager or his designee.
 - i. Should the City Manager and/or his designee determine that a personnel change is required for the Downtown Director position, the City Manager or designee shall timely notify the Nonprofit Chair of the pending action.
- E. Maintain the existing event schedule currently in place by partnering with the Salisbury Parks and Recreation Department to provide a minimum of nine small events (example Friday Nights Out) and two major events annually to be planned and scheduled in conjunction with the Downtown Salisbury, Inc. Promotions Committee and Salisbury Parks and Recreation Department staff.
- F. Downtown Director will work with the Nonprofit Board of Directors to develop a mutually agreed upon annual program of work and budget that shall be submitted to the City and City Council for consideration during the City’s annual budget process.
 - i. Director will present programs and activities to the Board for consideration and approval before executing the programs & activities.
 - ii. Director will regularly communicate Downtown programs and activities to Downtown merchants, stakeholders and community partners.
- G. Downtown Director shall maintain regular communications with the Nonprofit Board, Committees and Board Chair. Director will work with the Chair to plan and call monthly

meetings of the Nonprofit Board and committees. The Director shall present on Downtown programs and activities at each called meeting on behalf of the City.

- H. Continue to utilize revenues from the Municipal Service District Tax for the purposes of Downtown development, marketing, promotions and administration of a Main Street Program, as currently utilized by the Nonprofit.
- I. Shall provide monthly financial statements on the Downtown program to the Nonprofit Board and other financial items specific to the Downtown program as requested by the Nonprofit Board.
- J. The Director shall be in charge of the office of the Nonprofit, shall be responsible for the day to day operations of such office, and shall carry out the programs and policies of the Nonprofit as established by the Board of Directors. The Director shall attend all directors meetings but shall not be a Nonprofit Board member or officer of the Nonprofit.
- K. The City and Director shall work collaboratively with the Nonprofit Board, Promotions Committee, Parks and Recreation and the Convention and Visitors Bureau to develop a downtown destination marketing agreement between the City, Nonprofit and the Convention and Visitors Bureau. The Director shall work collaboratively with the City, Nonprofit, and Convention and Visitors Bureau to execute the marketing agreement reached.

2. Duties of the Downtown Salisbury, Inc. Board: The Board agrees to:

- A. Maintain the Board and the 501(c)(3) status.
 - B. Continue to function within the guidelines of the Main Street Model with support from the Downtown Director and City staff.
 - i. The Board shall use the four point Main Street approach as a guideline for the management of business. Those Main Street points include Design, Economic Restructuring, Organization and Promotions. The Nonprofit will use this approach to enhance the development of the central business district in a manner which will make the district the economic, governmental and cultural center of Rowan County.
 - C. Consider any and all input from Assistant City Manager and/or City Manager when making decisions on behalf of Nonprofit and work collaboratively with the Downtown Director and the City for the betterment of Downtown Salisbury and the Community.
 - D. The Board of Directors may by resolution delegate to committees of their own number, or to committees comprised partly of their own members, or to officers of the Nonprofit, such powers as they deem fit, subject to the provisions of the Nonprofit's bylaws.
 - E. The Board may authorize any Board member(s), officer(s), or agent(s), and the Downtown Director to enter into any contract or execute and deliver any instruments on behalf of the Nonprofit, and such authority may be general or confined to specific instances.
 - i. Unless authorized by the Board or by the bylaws, no Board member, employee, agent or the Downtown Director shall have any power or authority to bind the corporation by any contract or obligation, or to pledge its credit, or render it liable for any purpose or in any amount.
 - F. Shall retain and maintain all assets and liabilities in the name of the Nonprofit.
 - G. Amend the bylaws of the Nonprofit to reflect the structural and operational changes related to this agreement.
3. Non-Discrimination: In matters of employment, provision of services and contracting, the Nonprofit and City agree to act without regard to race, color, sex, religion, age, national origin, sexual orientation or handicapped status.

4. Term: This Agreement, unless amended as provided herein, shall be in effect for one (1) year from the date of execution of this Agreement. This Agreement may be mutually terminated by the parties at any time by agreement in writing signed by all parties.
5. Complete Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to all subjects addressed herein, and shall be binding and enforceable. Any changes or modifications to the Agreement between City and Nonprofit must be made in writing and signed by all parties.

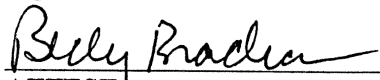
This Service Agreement is between the City of Salisbury and the Nonprofit, for the provision of services to **Downtown Salisbury Incorporated** through downtown revitalization activities.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

NONPROFIT



Signature



ATTEST

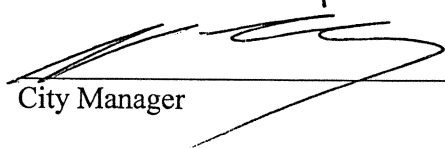
BODIL CHAIR

Title

Interim Exec. Director DSI

Title

CITY OF Salisbury



City Manager

ATTEST BY CITY CLERK:

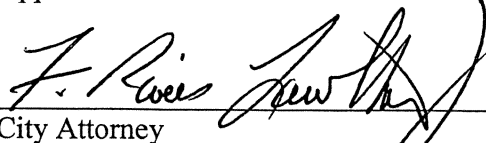


Deputy City Clerk

TOWN SEAL

This the 16 day of June, 2017.

Approved as to Form and Authorization



City Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.